

## SUBCHAPTER H—CLAUSES AND FORMS

### PART 1052—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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AUTHORITY: 41 U.S.C. 1707.

SOURCE: 76 FR 42057, July 18, 2011, unless otherwise noted.

#### Subpart 1052.2—Texts of Provisions and Clauses

EDITORIAL NOTE: At 79 FR 15554, Mar. 20, 2014, subpart 1052.2 was added, however, the amendment could not be incorporated due to inaccurate amendatory instruction.

#### 1052.201–70 Contracting Officer’s Technical Representative (COTR) appointment and authority.

As prescribed in 1001.670–6, insert the following clause:

CONTRACTING OFFICER’S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

(a) The COR is \_\_\_\_\_ [insert name, address and telephone number].

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction” includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work

statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled “Changes”;

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor’s right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the Contractor’s employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(End of clause)

[76 FR 42057, July 18, 2011, as amended at 80 FR 11596, Mar. 4, 2015]

#### 1052.210–70 Contractor publicity.

As prescribed in 1009.204–70, insert the following clause:

##### CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

## Department of the Treasury

(End of clause)

[80 FR 11596, Mar. 4, 2015]

### **1052.219-18 Notification of competition limited to eligible 8(a) concerns—Alternate III (Deviation) (MAY 1998).**

In accordance with 1019.811-3(d)(3), substitute the following for the paragraph (c) in FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

### **1052.219-72 Section 8(a) direct awards.**

As prescribed in 1019.811-3(f), insert the following clause:

#### **8(a) BUSINESS DEVELOPMENT PROGRAM AWARDS (JUN 2003)**

(a) This purchase/delivery/task order or contract is issued by the contracting activity directly to the 8(a) program participant/contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of the Treasury. However, the Small Business Administration is the prime contractor and retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) Business Development program. The cognizant SBA district office is:

*[To be completed by the contracting officer at the time of award]*

(b) The contracting officer is responsible for administering the purchase/delivery/task order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase/delivery/task order or contract, to include providing the cognizant SBA district office with a signed copy of the purchase/delivery/task order or contract award within 15 days of the award. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C.

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637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of clause)

### **1052.219-73 Department of the Treasury Mentor-Protégé Program.**

As prescribed in 1019.202-70.(p), insert the following clause:

#### **DEPARTMENT OF THE TREASURY MENTOR- PROTÉGÉ PROGRAM (JUN 2003)**

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business protégés with developmental assistance to enhance their capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses as defined in 13 CFR parts 121, 124, and 126.

Developmental assistance includes technical, managerial, financial, and other mutually beneficial assistance to aid protégé. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury Office of Small and Disadvantaged Business Utilization for further information.

(End of provision)

### **1052.219-75 Mentor Requirements and Evaluation.**

As prescribed in 1019.202-70(p), insert the following clause:

#### **MENTOR REQUIREMENTS AND EVALUATION (AUG 2011)**

(a) Mentor and protégé firms shall submit an evaluation to the Department of the Treasury's Office of Small and Disadvantaged Business Utilization (OSDBU) at the conclusion of the mutually agreed upon Program period, or the voluntary withdrawal by either party from the Program, whichever occurs first. At the conclusion of each year in the Mentor-Protégé Program, the prime contractor and protégé will formally brief the Department of the Treasury Mentor-Protégé Program Manager regarding program accomplishments under their mentor-protégé agreements.

(b) A mentor or protégé must notify the OSDBU and the contracting officer, in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal

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from the Program. A mentor firm must notify the OSDDBU and the contracting officer upon receipt of a protégé's notice of withdrawal from the Program.

(c) Contracting officers may provide, as an incentive, a bonus score, not to exceed 5% of the relative importance assigned to the non-price factors. If this incentive is used, the contracting officer shall include language in the solicitation indicating that this adjustment may occur.

(End of clause)

## 1052.228-70 Insurance requirements.

As prescribed in 1028.310-70 and 1028.311-2, insert a clause substantially as follows: The contracting officer may require additional kinds of insurance (e.g., aircraft public and passenger liability, vessel liability) or higher limits of coverage.

### INSURANCE (APR 2015)

In accordance with FAR clause 52.228-5, entitled "Insurance—Work on a Government Installation" [or FAR clause 52.228-7 entitled, "*Insurance—Liability to Third Persons*"], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) *Worker's compensation and employer's liability.* The Contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) *General liability.* The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) *Automobile liability.* The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c).

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(End of clause)

[80 FR 11597, Mar. 4, 2015]

## 1052.232-7003 Electronic submission of payment requests.

As prescribed in 1032.7003, use the following clause:

### ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) *Definitions.* As used in this clause—

(1) "*Payment request*" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

[80 FR 11597, Mar. 4, 2015]

## PARTS 1053-1099 [RESERVED]